

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: The Scripps Research Institute

Application No./Patent No.: 09/194,889 Filed/Issue Date: 6/4/97

DIAGNOSTIC AND THERAPEUTIC METHODS RELATED TO REGULATING ENERGY  
Entitled: MOBILIZATION WITH OB PROTEIN AND OB ANTIBODIES

THE SCRIPPS RESEARCH INSTITUTE, a California Corporation,  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of an undivided part interest

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

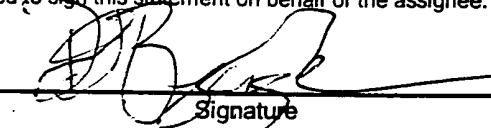
☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

**[NOTE:** A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302-302.8]

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

August 23, 1999  
Date

  
Signature

Douglas A. Bingham  
Typed or printed name

Vice President and General Counsel  
Title

# ASSIGNMENT

Serial No. PCT/US97/09684Filed June 4, 1997

**In Consideration** of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the entire right, title and interest in the invention or improvements of the undersigned in DIAGNOSTIC AND THERAPEUTIC METHODS RELATED TO REGULATING ENERGY MOBILIZATION WITH OB PROTEIN AND OB ANTIBODIES and in the application for Letters Patent of the United States therefor, executed by the undersigned concurrently herewith and in any reissue or extension of any Letters Patent that may be granted upon said application are hereby assigned to THE SCRIPPS RESEARCH INSTITUTE, a corporation of the State of California, and the successors, legal representatives and assigns thereof (hereinafter collectively called the Assignee), and the Commissioner of Patents and Trademarks is hereby authorized and requested by the undersigned to issue said Letters Patent to said Assignee.

**For said consideration**, it is hereby agreed by the undersigned, upon the request of said Assignee, to execute any necessary and proper oaths or affidavits relating to said application or required for the filing or prosecution of any divisional or continuing application thereof or for the filing or prosecution of any application for the reissue or extension of any Letters Patent that may be granted on said invention or improvements that said Assignee may deem necessary or expedient, and for said consideration it is further agreed by the undersigned, upon the request of said Assignee, in the event of said application or any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said Assignee in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and further to perform, upon such request, any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in said Assignee as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made. And for said consideration, the entire right, title and interest in said invention or improvements, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other Conventions, and the right to file applications for patent in said Assignee's own name for said invention or improvements in each and every country of the world are hereby assigned and granted by the undersigned to said Assignee. It is further agreed by the undersigned, upon the request of said Assignee, to execute any and all documents that shall be required of the undersigned to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee. The undersigned also further agrees, for the said consideration, upon the request of said Assignee, to promptly perform all lawful acts deemed by said Assignee to be necessary or advisable in connection with maintaining, enforcing, or transferring the resulting grants of said Letters Patent in the United States or foreign countries. It is agreed that such lawful acts include, but are not limited to, taking oaths, executing declarations, powers, assignments and other papers and giving testimony. The attorneys of record in said application for patent are hereby authorized and requested by the undersigned to insert in this Assignment the date and serial number thereof in the places provided therefor.


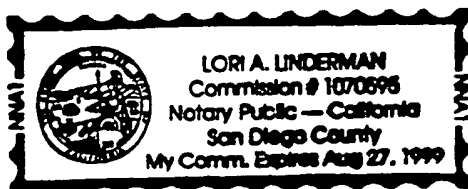
  
 Lili Feng
State of California )

) ss.

County of San Diego )

On August 13, 1997, \_\_\_\_\_ before me, Lori A. Linderman, personally appeared Lili Feng personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity(ies), and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official Seal.

  
 Notary Public
My Commission Expires 8/27/99

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Serial No. PCT/US97/09684Filed June 4, 1997

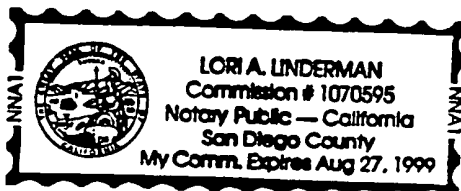
**In Consideration** of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the entire right, title and interest in the invention or improvements of the undersigned in DIAGNOSTIC AND THERAPEUTIC METHODS RELATED TO REGULATING ENERGY MOBILIZATION WITH OB PROTEIN AND OB ANTIBODIES and in the application for Letters Patent of the United States therefor, executed by the undersigned concurrently herewith and in any reissue or extension of any Letters Patent that may be granted upon said application are hereby assigned to THE SCRIPPS RESEARCH INSTITUTE, a corporation of the State of California, and the successors, legal representatives and assigns thereof (hereinafter collectively called the Assignee), and the Commissioner of Patents and Trademarks is hereby authorized and requested by the undersigned to issue said Letters Patent to said Assignee.

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Shizhong Chen  
Shizhong Chen

State of California )  
 ) ss.  
County of San Diego )

On August 13, 1997, \_\_\_\_\_ before me, Lori A. Linderman, personally appeared Shizhong Chen personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official Seal.

Lori A. Linderman  
Notary Public

My Commission Expires 8/27/99

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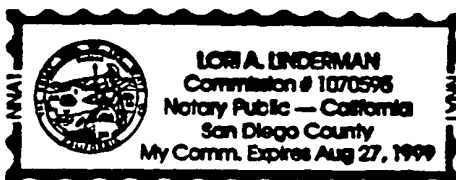
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*Yiyang Xia*  
Yiyang Xia

State of California )  
 ) ss.  
County of SAN DIEGO )

On August 13, 1997, before me, Lori A. Linderman, personally appeared Yiyang Xia personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official Seal.

*Lori A. Linderman*

Notary Public

My Commission Expires 8/27/99